

# **EXHIBIT E**

**LAZARUS & LAZARUS, P.C.**  
**COUNSELLORS AT LAW**

240 MADISON AVENUE  
NEW YORK, N.Y. 10016

AREA CODE 212  
889-7400

TELECOPIER  
212-684-0314

TELEX  
238790 NYK

December 20, 2006

**TERMINATION NOTICE  
and (Alternatively)  
NOTICE OF TERMINATION**

*Via Facsimile, First Class, Certified &  
Overnight Express Mail - R.R.R. To:*

**CARLOS FALCHI**  
260 West 39<sup>th</sup> Street, 16<sup>th</sup> Floor  
New York, New York 10018

**Re: AGREEMENT MADE THE 31<sup>ST</sup> DAY OF DECEMBER, 2004**

Dear Mr. Falchi:

**WITHOUT PREJUDICE.**

Reference is made to that certain Agreement made the 31<sup>st</sup> day of December, 2004 by and between Cyber Champion International Limited, a corporation organized under the law of the British Virgin Islands, having its principal address at c/o Lazarus & Lazarus, P.C., 240 Madison Avenue, New York, N.Y. 10016 ("Licensor") and Carlos Falchi, an individual, having his principal office at 260 West 39<sup>th</sup> Street ("Licensee") (the "Agreement") subject of that certain Stipulation of Discontinuance So Ordered by the Honorable Magistrate Judge Theodore H. Katz February 2, 2005.

**TERMINATION PURSUANT TO PARAGRAPH 10.02(e) OF THE AGREEMENT**

Please be advised that pursuant to Paragraph 10.02(e) of the Agreement, the Agreement is terminated without a right to cure in that the conduct described in Michael Lichtenstein, Esq.'s letters of September 25, 2006, and thereafter, describes, sets forth, and constitutes an unauthorized transfer of rights under the Agreement contrary to the terms and conditions of the Agreement.

LAZARUS & LAZARUS, P.C.

**CARLOS FALCHI**

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(ALTERNATIVELY)  
NOTICE OF TERMINATION  
PURSUANT TO PARAGRAPH 10.03 OF THE AGREEMENT

Assuming, arguendo, that for any reason whatsoever the Termination Notice set forth herein pursuant to Paragraph 10.02(e) of the Agreement is ruled, held, or determined invalid, Licensor gives Notice of Termination hereby pursuant to Paragraph 10.03(e) of the Agreement for the numerous breaches and violations of the Agreement as set forth in the correspondence from the undersigned to Licensee dated: September 8, 2006, September 13, 2006 and September 18, 2006, together with the confirmation of such breaches as set forth in the correspondence from Michael Lichtenstein, Esq. to the undersigned dated: September 25, 2006, October 17, 2006 and December 8, 2006, in which Licensee, by counsel, confirmed a substantial indebtedness to Licensor for unpaid royalties pursuant to the Agreement, together with Carlos Falchi's electronic mail correspondence to the undersigned and to Licensor dated September 12, 2006 and September 13, 2006.

LICENSEE'S TERMINATION OBLIGATIONS

Pursuant to Paragraph 10.4 of the Agreement, Demand is made that you:

- a. bring current all accounts with Licensor;
- b. stop using the Trademarks;
- c. return to Licensor any materials obtained by Licensee, from or through Licensor;
- d. execute and deliver to Licensor any and all documents reasonably required by Licensor regarding termination of this License Agreement and the Trademarks; and
- e. discontinue use of the Trademarks and anything similar to, or that may be confused with the Trademarks on Licensed Products or Additional Products.

All rights herein are expressly reserved.

Very truly yours,

Harlan M. Lazarus

HML.TAO - cc. Michael Lichtenstein, Esq.